

COMMERCIAL API TERMS OF USE

1inch Business

Last Updated: October 1, 2025

These Commercial API Services Terms of Use (the “**Terms**”) contain the terms and conditions that govern your access to and use of the 1inch Commercial APIs and the Services through 1inch Business, including within your Product. These Terms constitute an agreement between Degensoft Ltd. and you or the entity you represent.

These Terms take effect when you click an “I Accept” or an equivalent button or checkbox presented with these Terms or, if earlier, when you use any of the 1inch Commercial API Endpoints or the Services (the “**Effective Date**”).

The 1inch Commercial APIs are intended solely for use by professional enterprises. By entering into these Terms or by using the Commercial APIs, you represent and warrant that you are acting on behalf of, and for the benefit of, a duly organized business, company, or other legal entity, as applicable. Any use of the 1inch Commercial APIs by individuals in their personal capacity is strictly prohibited. No rights under these Terms are granted to, or may be exercised by, natural persons acting in their individual capacity.

We may change, amend or terminate these Terms at any time, subject to the limitations of Section 6.2 (Changes in Fees). Your use of the Services after any change or amendment means you agree to the new Terms. If you do not agree to the new Terms or if we terminate these Terms, you must stop using the Services, as set forth in Section 12.

These Terms automatically apply to any commercial use of the 1inch APIs.

1. DEFINITIONS

1inch (also “we”, “us”, “our”): represented by Degensoft Ltd., registered at: c/o Walkers Corporate (BVI) Limited, 171 Main Street, PO Box 92, Road Town, Tortola VG 1110, British Virgin Islands

User (also “you”, “your”): the professional enterprise or legal entity that has registered with or created an account on 1inch Business and/or uses 1inch Commercial APIs under these Terms.

1inch and User may be collectively referred to as the “**Parties**” and severally as the “**Party**” in these Terms.

1inch Business: means the website and portal enabling access to the product offerings at business.1inch.com.

User’s Product: a software application, website, tool, service, or product User creates or offers their End-Users, that grants the End-Users access to 1inch Commercial APIs and Services.

Endpoint(s): a designated endpoint(s) for one or several of the 1inch Commercial APIs issued by 1inch for the User’s use under these Terms.

Documentation: API keys and any other logins, credentials, tokens and documentation to use and access the Services.

End-Users: natural persons or legal entities that will be granted access to 1inch Commercial APIs by the User through the User’s Product, including the beneficial owners, affiliated persons and related persons of such natural persons or legal entities (including such natural persons’ or legal entities’ digital asset or virtual currency wallets).

Services: 1inch Services offered to the User hereunder, as defined in Section 3 below.

2. 1INCH COMMERCIAL API

2.1. **Commercial APIs.** 1inch Commercial APIs (each referred to as “**1inch Commercial API**”, or “**API**”) mean application programming interfaces available at 1inch Business for commercial use by the User under these Terms, any object code, software libraries, software tools, sample source code, published specifications and Documentation, any future, updated or otherwise modified version(s) thereof, including but not limited to (subject to availability):

- (a) 1inch Classic Swap API, granting access to the functionality of Pathfinder, a cutting-edge discovery and routing algorithm.
- (b) 1inch Intent API, granting access to gasless swap functionality.
- (c) 1inch Crosschain API, granting access to cross-chain swap functionality.
- (d) Any other application programming interface, offered by 1inch at 1inch Business for commercial purposes, unless other expressly stated therein.

2.2. For the avoidance of doubts, 1inch Commercial APIs, do not include, and these Terms do not apply to:

- (a) 1inch Public APIs governed by 1inch Business Terms of Service.
- (b) Any application programming interface or software offered at 1inch Business by third-parties, and governed by the terms of such third-parties.

Some of the 1inch Commercial APIs may not be available for commercial use at all times.

3. SCOPE

3.1. **Scope.** These Terms govern User’s access to 1inch Commercial API(s) and the Endpoints that the User has expressly subscribed to subject to Section 6 hereof. User hereby acknowledges, that subscribing to one of the 1inch Commercial APIs, as set forth in Section 6 hereof does not imply subscription to any other 1inch Commercial API, and the User shall have no rights therein. These Terms also incorporate 1inch Business Privacy Policy and 1inch Business Terms of Service based at business.1inch.com, provided however, that in the event of any sort of conflict these Terms shall prevail.

3.2. **Services.** 1inch shall provide the User with access to the Endpoint(s) and respective Documentation, via 1inch Business or any other means at 1inch’s discretion, and shall support the 1inch Commercial API(s) and Endpoint(s) as reasonably necessary (collectively, the “**Services**”). The Services are limited to the provision of technology and access thereto (including APIs, endpoints, related tools, and reasonable technical support). The User bears exclusive responsibility for all implementation, use, and outcomes of the Services. The Services are provided solely for the benefit of the User and shall not be deemed to be provided to, or for the benefit of, any End-Users.

1inch may provide Services personally or may engage third parties for the same. In the latter case, 1inch shall be responsible for the performance of the Services by such third parties. The User hereby acknowledges that the Services may involve exposure of the User, User’s data and User’s End-Users to the third-party API companies, integral to the Services.

3.3. **Modifications.** 1inch reserves the right to change the method of access to the Services at any time to ensure the safety and security of its environment. In the event of degradation or instability of 1inch’s systems or in an emergency, the User acknowledges and agrees that 1inch may, in its sole and absolute discretion, temporarily suspend User’s access to the Services to comply with any law or government authority and minimize threats to and protect the operational stability and security of the 1inch system.

3.4. **Compatibility.** 1inch reserves the right to change, suspend, or discontinue the 1inch Commercial APIs, Endpoints, 1inch Business tools and Documentation, in whole or in part, at any time, including the availability thereof, without notice to the User. 1inch cannot provide a guarantee that future versions of the 1inch Commercial APIs, Endpoints 1inch Business tools and Documentation will be backwards compatible, and it is the User's responsibility to check the Documentation regularly to ensure proper configuration and usage. The User acknowledges that an update, modification, or termination of the 1inch Commercial APIs, Endpoints, 1inch Business tools and Documentation may adversely affect how the User's Product accesses or communicates with the Services. User's continued use of the updated Services, 1inch Commercial APIs, Endpoints, 1inch Business tools and Documentation will constitute User's binding acceptance of such modifications.

3.5. **Non-Exclusivity.** The Services of 1inch under these Terms are to be deemed non-exclusive during the validity of these Terms, and 1inch, its affiliates or beneficiaries, shall have the right to render any similar services to any third party.

4. IP RIGHTS

4.1. **1inch Intellectual Property.** To provide the Services 1inch hereby grants the User a limited, non-exclusive, royalty-free and non-transferable right to access and use the Endpoint(s) in the Territory for the term hereof and solely for the limited purpose of receiving the Services as set forth herein. "Territory" shall mean the world except for Prohibited Localities as defined in Section 5.1. (k) hereof.

1inch or its licensors own and retain all proprietary rights, including all patent, copyright, trade secret, trademark and other intellectual property rights, in the Services, 1inch Commercial APIs, Endpoints and any corrections, bug fixes, enhancements, updates, improvements, or modifications thereto ("**1inch Intellectual Property**"). 1inch shall have the exclusive right to apply for or register any patents, mask work rights, copyrights, and such other proprietary protections with respect thereto.

1inch shall have a perpetual, non-exclusive, royalty-free, world-wide license to incorporate into 1inch Intellectual Property or otherwise use any suggestions, enhancement requests, recommendations or other feedback it receives from the User ("**Suggestions**"). The User agrees that 1inch has no obligation to the User in connection with any Suggestions it submits to 1inch, and that 1inch is free to use any Suggestions without any attribution or compensation to the User

The rights granted under these Terms are personal to the User alone. All rights not expressly granted are reserved by 1inch and, except as expressly set forth herein, no right or license is granted by 1inch under these Terms directly, by implication, estoppel or otherwise, under any patent, copyright, trade secret or trademark or other intellectual property rights of 1inch.

The use of the rights granted hereunder shall be limited to the access of the User's End-Users, and does not include or permit reselling, transferring, sublicensing or by any other means providing access to the Services for third parties, in an attempt to circumvent the requirement for such third parties to enter into their own terms or agreements with 1inch for the Services.

The User agrees not to assert any patent rights related to the 1inch Intellectual Property or applications developed using it against 1inch, 1inch's distributors, 1inch users, or other licensees of the 1inch Intellectual Property for making, using, selling, offering for sale, or importing any products or technology developed using the 1inch Intellectual Property.

4.2. **Open Source Software.** The Services or 1inch Commercial APIs may include or partly rely on open source software ("**Open Source Software**"), and such software is made available to the User under the terms of the applicable licenses. Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 4 or 9.2. Instead, each item

of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software.

4.3. User's Intellectual Property. The User retains all proprietary rights, including all patent, copyright, trade secret, trademark and other intellectual property rights developed or obtained from third parties by the User (including User's Product that integrate the Endpoint) prior to or independent of the 1inch Commercial API(s) or the Endpoint(s), and any corrections, bug fixes, enhancements, updates, improvements, or modifications thereto and 1inch hereby irrevocably transfers, conveys and assigns to the User all of its right, title, and interest therein.

4.4. Logo Placement. The Parties hereby agree that, upon 1inch's prior written consent, for the purposes of the display of their cooperation, the User may display the logo provided by 1inch ("**1inch Logo**"), on: (1) the User's main website, and (2) the website, webpage, or User's Product where the Services are accessible to the User's End-Users. Upon request, 1inch shall provide the User with the 1inch Logo and applicable usage guidelines. Any authorized use of the 1inch Logo must clearly and prominently indicate that 1inch acts solely as a technology provider, and not as a partner, sponsor, or co-provider of the User's products or services to the End-Users.

Notwithstanding Section 2.1. hereof, in case of the authorised use, 1inch hereby grants the User with a limited, non-exclusive, royalty-free, world-wide, non-sublicensable and non-transferable license to 1inch Logo for the term of these Terms and solely for the limited use of complying with this Section 4.4. The User shall not use 1inch Logo for any other purposes, in any form or manner other than as described herein or as explicitly agreed by the Parties in writing. Nothing herein shall be deemed to authorize either Party to use the other Party's trademarks or trade names in such Party's advertising, marketing, promotional, sales or related materials.

4.5. Public Statements. The User shall not make any statement regarding their use of the Services which suggests partnership with, sponsorship by, or endorsement by 1inch without 1inch's prior written approval. The User hereby warrants that any public communication regarding the Services on the User's Product or other public resources, shall represent 1inch in accordance with these Terms, including exclusively as a software Services provider. For the avoidance of doubt, the User shall not directly or indirectly imply that 1inch is associated with the User's user interface, responsible for the End-User relations or support; or is liable for the foregoing. 1inch reserves the right to review any such public communication and require the User to adjust the language in accordance with this Section 4.5. The breach of this warranty shall constitute a material breach of the Terms.

5. OBLIGATIONS OF THE USER

5.1. Obligations. The User hereby covenants to:

- (a) Avoid deceptive, misleading or unethical practices that are, or might be, detrimental to 1inch;
- (b) Make no false or misleading representations with regard to 1inch;
- (c) Not publish, employ, or cooperate in the publication or employment of any misleading or deceptive advertising material with regard to 1inch;
- (d) Not disassemble, decompile, or reverse engineer the software components of the Services or any 1inch Intellectual Property that it may obtain access to;
- (e) Not interfere with or disrupt the integrity or performance of the Service;
- (f) Not attempt to gain unauthorized access to the Services or their related systems, networks or software;
- (g) Not remove, alter, or obscure any proprietary notices embedded with the Services, including copyright notices;
- (h) Not cause or permit any third party to do any of the foregoing; or interfere in any manner with the enjoyment of the Services of any other user;

- (i) Not provide any competitor of 1inch with access to, or information about, the Services for any purpose;
- (j) Regularly, diligently, and at their sole cost conduct know your customer, know your business and anti-money laundering compliance checks (including sanctions checks), screening and monitoring of the User's End-Users as required by anti-money laundering laws or regulations applicable to the User, if applicable;
- (k) Maintain, implement, and regularly update appropriate risk management programs, internal controls, and procedures consistent with standards applicable to professional businesses. Such programs shall expressly include the use of screening and monitoring technologies widely adopted as standard market practice and adequate to identify, assess, and mitigate risks arising from the User's activities;
- (l) Regularly, diligently, and at its sole cost ensure User's End-Users are neither located, organized or resident in, nor obtain funds from or through, a country, region or territory that is the subject or target of comprehensive trade or economic sanctions, embargoes, or similar restrictive measures administered or enforced by the United Nations, the United States (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the European Union (or any of its Member States), the United Kingdom, the British Virgin Islands, or any other authority with jurisdiction over the Parties at the time of and during the validity hereof (each, a "**Prohibited Locality**" or, severally, the "**Prohibited Localities**");
- (m) Regularly, diligently, and at its sole cost ensure User's End-Users are not, nor have been: (i) the subject or target of any economic, financial, human rights, military, trade, travel or other sanctions, embargoes, restrictive measures, export controls or other similar restrictions or prohibitions issued by the United Nations, the United States (including OFAC), the European Union (or any of its Member States), the United Kingdom, the British Virgin Islands, or any other jurisdiction applicable to the User, the User's director(s), the User's End-Users or 1inch ("**Sanctions**") or (ii) owned or controlled by any persons identified in (i) or (iii) acting for the benefit of a person subject to Sanctions.

5.2. **Abusive Usage.** 1inch may monitor the Services for the Users abusing, circumventing, or attempting to abuse or circumvent restrictions or Usage Limits associated with the Services or any applicable Pricing Models. 1inch may take action against the User including but not limited to billing for overages, requiring to upgrade the Pricing Model, discontinuing User's use of the Services or the Pricing Model, or terminating User's access to the Services if it is determined by 1inch in its sole discretion that the User or User's Product has employed means or permitted to circumvent any restriction or limitation applicable to the Pricing Model or the Services.

5.3. **Beneficiary Disclosure.** To enhance security and safety of the 1inch and Services environment and systems, subject to 1inch's internal controls, the User hereby covenants to integrate the Endpoint into the User's Product in any technically viable way, which at all times shall facilitate that the Network Requests sent to the Services by the User or its End Users contain the data on the wallet address of the End Users. For the avoidance of doubt, the User shall not circumvent the obligation stated herein by directing the End User's Network Request through a proxy or intermediary address, or in any other way that would hinder 1inch's ability to determine the wallet address of the originator of the Network Request. The breach of this covenant shall constitute a material breach of the Terms. Notwithstanding Section 4.5 of the Terms, 1inch reserves the right, but has no obligation whatsoever to occasionally deny any Network Request execution and deny the End User's further access to the Services, if the End User's wallet address does not comply with 1inch's internal controls. 1inch takes no liability whatsoever for the accuracy or outcomes of such decisions. This Section 5.3. shall apply to any 1inch Commercial API, that technically allows implementation and integration in accordance with these requirements, including, but not limited to 1inch Classic Swap API, 1inch Intent API, 1inch Crosschain API and 1inch Orderbook API (as available).

5.4. The User shall not be entitled to (a) accept any orders, (b) promise any specific terms of Services, (c) commit to providing Services, (d) enter any contracts, or (e) receive any payments, in each case, on behalf of 1inch, for the provision of Services to their clients, users, partners or any other third

parties. The User shall be fully responsible for keeping potential counterparties duly informed of these limitations.

5.5. The User hereby acknowledges that these Terms govern the relationship between the User and 1inch exclusively. The relationship between the User and the End-Users is governed by the User's policies and agreements in the User's sole discretion. 1inch has no responsibility or liability whatsoever for or to the End-Users and the User shall not make any misrepresentations to their End-Users with regard thereto. The User remains responsible to 1inch for any actions of the End-Users who gain access to the Services through the User or User's Product.

5.6. **Compliance Procedure.** The User hereby represents that prior to or promptly after the execution of these Terms it will or may be subject to due diligence and compliance procedures, which may include but are not limited to anti-money laundering and sanctions screening, security questionnaires, and other assessments reasonably determined by 1inch, ("**Compliance Procedures**") which constitutes a prerequisite of access to the Services. Any information, documentation, or materials provided by the User in the course of the Compliance Procedures shall be deemed incorporated by reference into, and form an integral part of, these Terms. The User further undertakes to provide, promptly upon request, any information reasonably required by 1inch to complete or update the Compliance Procedures, including information relating to its End-Users, subject always to applicable data protection requirements. The User hereby acknowledges that (i) prior to the completion of the Compliance Procedures, or (ii) in case of the failure to complete Compliance Procedures, 1inch reserves the right to refuse the User access to the Services. Besides, the User shall be subject to the primary and regular ongoing compliance screening, failure to pass which, at all times, will lead to the refusal of access of the User to the Services.

5.7. **Cooperation with Lawful Requests.** The User shall reasonably cooperate with 1inch in connection with any lawful request from any governmental, regulatory, judicial, or law-enforcement authority with lawful jurisdiction over 1inch and/or the User that relates to or arises from the User's use of the Services. Such cooperation includes, without limitation: (i) timely provision of information, records, and explanations reasonably required by 1inch to respond; (ii) engaging directly with the competent authority where appropriate; and (iii) upon receipt of notice from 1inch of a lawful request or from the competent authority, implementing a litigation hold and preserving all potentially relevant logs and records within the User's possession, custody, or control. To the extent permitted by law, 1inch will notify the User of any lawful request relating to the User's use of the Services and may disclose the User's identity and contact details to the competent authority for direct engagement.

The User shall collect and retain End-User IP addresses (and related request metadata) for a minimum period of thirty (30) days. The User shall ensure that such information can be provided (i) directly to competent authorities upon receipt of a lawful request, and (ii) to 1inch upon 1inch's request, provided that 1inch submits evidence of a lawful request from a competent authority. Such data should be stored by the User in accordance with data regulations applicable to the User.

The User shall respond to cooperation requests (whether to 1inch or directly to the competent authority) under this Section within three (3) business days or such shorter period as is reasonably necessary to comply with a lawful request.

Nothing in this Section shall require either party to: (i) disclose any information beyond what is legally required; (ii) disclose trade secrets or privileged material; except to the extent strictly required by a lawful request. Each party will handle any shared information confidentially and in accordance with applicable law. The User acknowledges that non-compliance with this Section could cause reputational and operational damage to 1inch, including due to on-chain trackable protocol labels, and therefore agrees that any failure to comply shall constitute a material breach of these Terms.

5.8. The User declares that it is currently not and shall not be a party to any other agreement which contains provisions that may cause a breach of or prevent the performance of any obligation under these Terms. The User undertakes to at all times act in good faith and warrants to provide reasonable notice of any significant changes in circumstances which may materially impact these Terms.

6. FEES & PAYMENT

6.1. **Fees.** The fees for the Services shall be based on the pricing models as presented to the User when the User subscribes to use or access a specific Endpoint or the Services or as displayed on 1inch Business, and recorded on the User's dashboard, account of equivalent on 1inch Business, or otherwise agreed by the Parties in writing ("**Pricing Models**"). The Pricing Models also include usage limitations and other payment terms, such as application limits, API Keys Limit, API Calls Limit, RPS Limit and others ("**Usage Limits**"). Any fees, payment terms, Pricing Models and Usage Limits presented to the User in the process of using or signing up for the Services and/or displayed on the User's dashboard are deemed part of these Terms and are incorporated by reference. This Section may not be applicable to the User accounts, which are part of an organization, other than the organization owner.

6.2. **Change in Fees.** 1inch may establish new fees or change existing fees or Pricing Models at 1inch's sole discretion ("**Fee Change**"). Such Fee Change shall not affect the fees for the prepaid period under the Pricing Model. prepaid period shall mean the period of Services for which the User pays in advance. 1inch shall notify the User of any Fee Change by sending a notice or posting the notice on 1inch Business at least 30 (thirty) calendar days before the Fee Change takes effect unless applicable law requires otherwise.

6.3. **Refunds.** The User hereby acknowledges that any Fees paid hereunder are not eligible for a refund, unless other expressly stated, or unless the refund is caused by the material breach of these Terms by 1inch. Notwithstanding anything above mentioned, in case of the transition or conversion of the User to a different package or Pricing Model or in any other case where the User may have a legitimate claim for a refund, as determined by 1inch, the only refund method available shall be the User receiving a credit in the amount of refund to be used as the payment for the Services.

6.4. **Custom Pricing Model.** Whenever the User's Request Turnover Volume exceeds ten (10) million USD in any one (1) month, the parties shall negotiate in good faith to agree on a custom pricing model (the "Custom Pricing Model") reflecting the User's scale, business model, and prevailing market conditions.

If the parties are unable to reach such agreement within a reasonable period, 1inch reserves the right to determine and impose a Custom Pricing Model that is commercially reasonable and justified by market and financial considerations, as a condition for the User's continued access to the Services.

The Custom Pricing Model may include revised commercial terms such as revenue-sharing, turnover-based fees, or other usage-based charges, taking into account the scale and nature of the User's activities.

"User's Request Turnover Volume" means the total value of cryptocurrency tokens that are swapped or filled as a result of Network Requests initiated by the Users or its End Users through the Services, calculated in USD at the time of such swap or fill. "Network Request(s)" means any network request sent to servers owned or controlled by 1inch for the purpose of generating data or initiating activity on behalf of the Company or its End Users. This includes: (a) requests sent to the 1inch API "/swap" endpoint (but not the "/quote" endpoint) to initiate a Swap, where "Swap" means the exchange of one cryptocurrency token for another on a distributed ledger; and (b) requests generated through 1inch Intent infrastructure and sent to the Intent Relayer API, including the "/order/submit" endpoint.

6.5. **Payment Term.** The charging of the Fees shall commence immediately upon the User entering into these Terms.

6.6. **Billing.** 1inch may use a third-party payment processor to bill the User. The processing of payments through a payment processor will be subject to the terms, conditions and privacy policies of the

payment processor and may involve additional charges or commissions, depending on the User's payment method, financial institution, credit card issuer or other. 1inch reserves the right to correct any errors or mistakes that the payment processor makes even if it has already requested or received payment. If 1inch, through the payment processor, does not receive payment from the User, the User agrees to pay all amounts due upon demand.

Alternatively, 1inch may choose to invoice the User directly through 1inch Business or other agreed means of communication. 1inch may issue an invoice for advance payment of the subsequent month's Fees incurred by the User and send it to the User during the last 5 (five) calendar days of the previous subscription period. All amounts set forth in the invoice shall be paid by the User within 5 (five) working days upon the end of the previous subscription period ("**Payment Due Date**"). In the event the User fails to make any payments by the applicable Payment Due Date, the User shall be charged a late fee on any amount that is not paid by the applicable Payment Due Date at a rate of 3% per month (or the highest legally chargeable interest rate in the applicable jurisdiction if less than 3%) from the applicable Payment Due Date until paid.

In the event any payment or Fees owed by the User becomes overdue, 1inch shall have the right to suspend and disable the User's access to the Services or impose any Usage Limits, until the overdue amount and accrued interest, where applicable, are paid off.

6.7. Recurring Billing. Some of the Services may consist of an initial period, for which there is a one-time charge, followed by recurring periodic or usage charges or a subscription plan with recurring charges, as agreed to by the User. By choosing a recurring payment plan, the User acknowledges that such Services have an initial and recurring payment feature, and the User accepts responsibility for all recurring charges prior to cancellation.

1inch may submit periodic charges without further authorization from the User, until the User provides prior notice (receipt of which is confirmed by 1inch) that the User has terminated such authorization or wishes to change their payment method. Such notice will not affect charges submitted before 1inch reasonably could act.

6.8. Auto-Renewal. Some of the Services may be provided on the subscription basis. Unless the User has terminated their subscription, any Services the User has subscribed to will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected at the then-current rate.

The User may change or resign from the Services at any time through the Manage Subscriptions or equivalent page at 1inch Business or by sending a respective email to csn@1inch.com. If the User terminates their use of the Services, unless otherwise specified, the User may use the Services until the end of the then-current prepaid term. The termination of the Services does not entitle the User for any refund of any portion of the subscription fee already paid for the prepaid subscription period.

User's non-termination or continued use of the Services reaffirms that 1inch is authorized to charge the User's payment method for the Services.

6.9. Swap Surplus. With regard to 1inch Classic Swap API, the User herein acknowledges that whenever a Swap Surplus is generated as the result of a Network Request receiving a successful response from the 1inch Classic Swap API, such Swap Surplus is automatically received by 1inch to compensate integral software maintenance costs. The User shall notify their End-Users about these terms of Swap Surplus distribution to 1inch on the User's website, or in any other way that would be deemed sufficient to ensure the End-User's full exposure to such terms.

1inch reserves the right to determine and alter at any time in its sole discretion the beneficiary of the full or portion of the Swap Surplus or equivalent fee inherent to the Network Requests in any other application programming interface, offered by 1inch at 1inch Business, including 1inch Intent API and 1inch Crosschain API.

6.10. **Supplemental Fees and Deductions.** In addition to the fees set out under the applicable Pricing Model, certain supplemental fees, as disclosed in the Pricing section of 1inch Business, may be collected by automatically deducting the applicable amount from the destination or source token amount of each completed Network Request. The User shall ensure End-Users are clearly informed of any such fees to ensure the End-User's full exposure to such terms. Where such automatic deduction is not possible due to actions, configurations, or interference attributable to the User, 1inch reserves the right to issue an invoice for the corresponding fees. The User agrees to remit payment for any such invoiced amounts in accordance with the payment terms set forth in this Section 6.6.

6.11. **User's Fee.** The User reserves the right to charge at its own discretion and on its own behalf any fee from its End-Users for the use of the Services ("**User's Fee**"). The User hereby warrants that, whenever the User's Fee is charged, the User shall duly represent to the End-User that the User is the initiator and recipient of the User's Fee. The breach of this warranty shall constitute a material breach of these Terms.

Notwithstanding anything to the contrary herein, the User acknowledges that, due to technical limitations of the Services, no User's Fee shall be charged in connection with any swap route that includes a conversion between a blockchain's native token and its corresponding wrapped version, or vice versa, across all APIs.

6.12. Each Party is independently responsible for any costs and taxes that it incurs in connection with its performance under these Terms.

7. CONFIDENTIALITY

7.1. The Parties acknowledge that during the course of their cooperation they may share and have access to each other's proprietary and confidential information, including information on without limitation, research and development plans and results, software, databases, technology, inventions, trade secrets, technical information, know-how, plans, specifications, methods of operations, product and service information, product and service availability, pricing information, financial, business and marketing information and plans, and the identity of users, customers and clients. This confidential information collectively with the Terms constitute "**Confidential Information**".

7.2. The Parties may use Confidential Information only to the extent necessary to exercise their rights under these Terms, subject to the following exceptions: (a) the Parties may disclose Confidential Information as required by any governmental agency or by process of law in accordance with Section 5.5; (b) a Party may disclose facts regarding the Terms to their attorney or accountant ("**Representative**") so long as any Representative is informed of the confidentiality obligations hereunder before the disclosure of such information and agrees to maintain its confidentiality; and (c) the Parties may disclose Confidential information to the third-parties as necessary to carry out these Terms.

7.3. The Parties agree that they shall not, directly or indirectly, use, permit use of, disclose, discuss, publish, or disseminate in any manner, any Confidential Information of the other (including the terms of these Terms), at any time and shall use their best efforts to protect and maintain the confidentiality of the Confidential Information contemplated herein.

7.4. If either Party becomes legally compelled to disclose any Confidential Information, the recipient of the request shall provide the other Party with prompt written notice of such request for disclosure, and will assist the provider of the Confidential Information in seeking a protective order or another appropriate remedy, provided however that, to the extent legally permissible, the recipient of the request gives the other Party at least seventy-two (72) hours' notice prior to such disclosure to allow the Parties a reasonable opportunity to seek a protective order or equivalent.

7.5. This Section 7 shall continue to be effective for 3 (three) years after the termination of these Terms.

8. LIABILITIES

8.1. Neither Party shall be liable under any circumstances, except as otherwise specified herein, for special or consequential damages such as, for example, lost profits, losses or other incidental damages, including the liability to pay damages to third parties or loss of information.

8.2. EXCEPT (A) IN THE CASES OF GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT BY 1INCH (B) AS PROVIDED IN SECTION 7.2, 1INCH WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE SERVICES AND THEIR USE OR THE INABILITY TO USE WITH ANY THIRD PARTY SOFTWARE, THEIR CONTENT OR FUNCTIONALITY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUE; BUSINESS INTERRUPTION OR WORK STOPPAGE; COMPUTER FAILURE OR MALFUNCTION; LOSS OF BUSINESS INFORMATION, DATA OR DATA USE; LOSS OF GOODWILL; DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FAILURE TO CONNECT, NETWORK CHARGES, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES EVEN IF 1INCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO THE USER. EXCEPT (A) IN THE CASES OF GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT BY 1INCH (B) AS PROVIDED IN SECTION 7.2, 1INCH'S TOTAL LIABILITY TO THE USER FOR ALL LOSSES, DAMAGES, CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USER'S USE OF THE SERVICES AND/OR IP ON THIS TECHNOLOGY PLATFORM, OR ANY OTHER PROVISION OF THESE TERMS, SHALL NOT EXCEED THE FEES PAID BY THE USER TO 1INCH UNDER THESE TERMS DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

9. INDEMNITY

9.1. Notwithstanding anything aforementioned, the User agrees to indemnify and hold harmless 1inch and its subsidiaries, affiliates, officers, agents, co-branders, customers, suppliers or other partners, and employees, from any loss, claim or demand, including reasonable attorneys' fees (each a "**Claim**"), made by any third party due to or arising out of the User's use or misuse of the Services, the User's connection to the Services, or the User's violation of these Terms or applicable law, rule, or regulation.

9.2. 1inch agrees to indemnify and hold harmless User from any Claim made by any third party that the Services, or any use of the Services in accordance with these Terms, infringes or misappropriates such third party's intellectual property rights, provided that the User promptly notifies 1inch in writing of the claim, cooperates with 1inch, and allows 1inch sole authority to control the defense and settlement of such claim. 1inch will have no liability for any infringement or misappropriation Claim of any kind to the extent that it results from: (a) modifications to the Services made by a party other than 1inch; (b) the combination, operation or use of the Services with equipment, devices, software, service or data not supplied by 1inch, if a Claim would not have occurred but for such combination, operation or use; or (c) User's failure to use an updated or modified version of the Services if provided by 1inch to avoid a Claim; (d) gross negligence, willful misconduct, breach of confidentiality obligations, or fraud of the User or its subsidiaries, affiliates, officers, agents, or employees. Should any use of the Services be enjoined, or if 1inch believe that the Services may be subject to an infringement Claim, then 1inch may, at its sole option: (a) procure the right to use the Services as provided herein; (b) replace the Services with other

non-infringing Services with substantially equivalent functionality; (c) suitably modify the Services so that they do not infringe; or (d) if 1inch determines that none of the foregoing is feasible, terminate these Terms. The provisions of this Section set forth 1inch's sole and exclusive obligations, and User's sole and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights of any kind arising from or relating to the Services.

10. DISCLAIMER OF WARRANTY

10.1. UNLESS SEPARATELY STATED IN A WRITTEN EXPRESS LIMITED WARRANTY, ALL SERVICES PROVIDED BY 1INCH ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND FROM 1INCH, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, 1INCH DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR WORKMANSHIP LIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR OTHER VIOLATIONS OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO THE USER. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE USER FROM 1INCH OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY 1INCH OF WARRANTY REGARDING THE SERVICES OR THE TERMS, OR TO CREATE ANY WARRANTY OF ANY SORT FROM 1INCH.

11. REPRESENTATIONS & WARRANTIES

11.1. Each Party hereby makes the following representations, warranties and covenants to the other Party, which representations, warranties and covenants shall continue during the effectiveness of these Terms:

- (a) Where such Party is a corporate person, such Party is duly organized, validly existing, and in good standing under the Laws of the jurisdiction of their organization and has all requisite power and authority to carry on their business (or if not conducting a business, its operations) as now conducted. Such Party is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on their business or properties;
- (b) Such Party has the power to execute and deliver these Terms, to enter into the Terms contemplated hereby and to perform their obligations hereunder;
- (c) Such Party has taken all necessary action to authorize such execution, delivery and performance of these Terms; and these Terms constitutes a legal, valid, and binding obligation enforceable against such Party in accordance with their terms;
- (d) Neither the authorization, execution and delivery of these Terms shall constitute or result in a material default or violation of any applicable laws to such Party, any term or provision of such Party's constitutive documents, or any Terms or instrument by which such Party is bound or to which their properties or assets are subject;
- (e) Such Party has not relied on the other Party for any tax or accounting advice concerning these Terms, and such Party has made their own determination as to the tax and accounting treatment of any funds received or provided hereunder;
- (f) Such Party is acting for their own account, and not as a nominee or agent for any other person;

- (g) Such Party is a sophisticated party and fully familiar with the inherent risks involved in these Terms, including, without limitation, risk of new financial regulatory requirements, potential loss of money and risks due to volatility of the price of digital currency, and such Party voluntarily takes full responsibility for any risk to that effect;
- (h) Such Party is not insolvent and/or is not subject to any bankruptcy or insolvency proceedings under any applicable laws;
- (i) No proceedings are pending or, to such Party's knowledge, threatened, which could reasonably be anticipated to have any adverse effect on the transactions contemplated by these Terms or the accuracy of the representations and warranties hereunder or thereunder;
- (j) No consent, approval or authorization of or registration, qualification, designation, declaration or filing with any governmental authority or other third person on the part of such Party is required in connection with the valid execution and delivery of these Terms, or the performance of these Terms;
- (k) Such Party shall conduct all activity under these Terms in compliance with all applicable laws, including valid business, regulatory and operational authorizations or licenses;
- (l) Such Party, any of its subsidiaries, any of such Party's or its subsidiaries' directors, officers, employees, controlling persons, or, to the knowledge of such Party, agents or affiliates (i) is not currently the subject or target of any sanctions or export controls administered or enforced by the United Nations, the European Union (or any of its Member States), the United Kingdom, the British Virgin Islands or the United States (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the U.S. Department of Commerce or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person") or is acting for the benefit of such person; (ii) is neither located, organized or resident in, nor obtains funds from or through, a country, region or territory that is the subject or the target of the United Nations, the European Union (or any of its Member States), the United Kingdom, the British Virgin Islands or the United States comprehensive sanctions or designated to be non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, including, without limitation, the Prohibited Localities; (iii) is not owned by, controlled by, under common control with, or acting on behalf of any person that is the target of Sanctions (iv) is not a foreign shell bank and is not acting on behalf of a foreign shell bank under applicable anti-money laundering laws and regulations; (v) will not enter into these Terms or consummate the transaction if it contravenes Sanctions or applicable anti-money laundering laws or regulations; and (vi) will promptly provide to the other Party or any regulatory or law enforcement authority such information or documentation as may be required to comply with Sanctions or applicable anti-money laundering laws or regulations.

11.2. The User hereby warrants that any public communication regarding the Services, including regarding Sections 3.1, 6.9, 6.10 and 6.11 of these Terms, on the User's Product or other public resources, shall represent the software services provided by 1inch and the extent thereof exclusively in accordance with these Terms. For the avoidance of doubt, the User shall not directly or indirectly imply that 1inch is associated with the User's Product, responsible for the End User relations or support; or is liable for the foregoing. 1inch reserves the right to review any such public communication and require the User to adjust the language in accordance with this Section 9.2. The breach of this warranty shall constitute a material breach of the Agreement.

12. TERM & TERMINATION

12.1. These Terms shall commence as of their Effective Date and are valid until termination.

12.2. Notwithstanding anything stated herein, 1inch may suspend or terminate these Terms, any rights granted herein, and/or license to the 1inch Commercial APIs, in 1inch's sole discretion at any time, for any reason by giving a 30 (thirty) day notice to the User

12.3. The User may terminate these Terms at any time by ceasing their access to the Endpoint(s) and Services and/or canceling the subscription through the Manage Subscriptions or equivalent page at 1inch Business or by sending a respective email to csn@1inch.com, subject to Section 6 hereof. The termination of the Terms by the User does not entitle the User for any refund of any portion of the subscription fee already paid for the prepaid subscription period.

12.4. Notwithstanding Section 12.2, 1inch may immediately terminate these Terms upon the material breach of these Terms by the User.

12.5. Upon expiration or termination of these Terms for any reason (a) all licenses and rights granted to User under these Terms will also terminate; (b) the User shall promptly pay to 1inch all amounts due.

12.6. Any terms that by their nature are intended to continue beyond the termination or expiration of these Terms will survive termination, including this Section 12.6 and Sections 4, 5, 7, 8, 9, 10, 11, 12.5, 13, 14, 15.

13. FORCE MAJEURE

13.1. Neither Party shall be liable for damages, delay or default in performing their obligations hereunder if such delay or default is caused by conditions beyond their control including, but not limited to Acts of God, government restrictions, wars, third-party suppliers, and subcontractor's failures (e.g. electricity shut down), from insurrections, burglary and/or any other cause beyond the reasonable control of the Party. The affected Party shall inform the other Party in writing about the conditions and their influence as soon as reasonably possible. Should the non-performance of the obligations hereunder due to the respective conditions persist for more than 15 (fifteen) calendar days, either Party shall have the right to terminate the Terms.

14. GOVERNING LAW & DISPUTE RESOLUTION

14.1. These Terms shall be governed by, and construed and enforced in accordance with the British Virgin Islands law exclusively without regard to its conflict of law principles.

14.2. The Parties shall seek to resolve in good faith and by way of amicable negotiations any dispute, controversy, or claim arising out of or in connection with this Agreement, including its existence, validity, interpretation, performance, or termination. If the Parties fail to reach a resolution within 30 (thirty) calendar days from the date one Party notifies the other of the dispute in writing, the matter shall be submitted to the exclusive jurisdiction of the competent courts of the British Virgin Islands. Each Party irrevocably submits to the exclusive jurisdiction of the courts of the British Virgin Islands and waives any claim that such forum is inconvenient or that proceedings should be brought elsewhere.

15. MISCELLANEOUS

15.1. **Entire Agreement.** These Terms, any other terms and conditions incorporated herein by reference, constitute the entire agreement with respect to the 1inch Commercial APIs and the Services and supersede any prior agreements, oral or written.

15.2. **Assignment.** The User may not wholly or partly assign or pledge their rights and/or obligations under these Terms to any third party without the prior written approval of the other Party. 1inch may freely

assign or otherwise transfer any of its rights or delegate any of its obligations under these Terms. These Terms and the rights and obligations established herein shall be binding upon and inure to the benefit of each Party and their heirs, successors in interest, executors, administrators, beneficiaries and permitted assigns.

15.3. **Severability.** If any provisions of these Terms are found invalid or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or the validity or enforceability of any other provision in that or any other jurisdiction.

15.4. **Survival.** Upon termination of these Terms for any reason, all provisions of these Terms that by their nature are continuing will survive such termination.

15.5. **Notices.** Any Notices regarding the Services shall be made in writing via authorised means of communication and sent to csn@1inch.com.